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given in the instant case follows the general idea of such statutes throughout the states. The correct procedure for a defendant having a counterclaim in excess of the court's jurisdiction seems to be to suffer judgment and bring another action in the appropriate court.

DEBTOR AND CREDITOR—SALE OF LAND—PREMATURE TENDER BY VENDEE.—A contract for the sale of land provided for specified payments on the purchase price annually, with interest on the unpaid portion, and conveyance of the premises upon payment of half of the total. The purchaser tendered payments in advance and upon the vendor's refusal to accept, brought a bill to compel conveyance. *Held*, for defendant. *Peryer v. Pennock* (Vt. 1921) 115 Atl. 105.

The vendor of a chattel is not compelled to receive a portion of the purchase price not yet due and earning interest. *Morgan v. East* (1890) 126 Ind. 42, 25 N. E. 867. But he may waive his right and accept payment before maturity. See *Alexander v. Herndon* (1909) 84 S. C. 181, 185, 65 S. E. 1048. A tender by a mortgagor before the date of maturity, which is rejected by the mortgagee, has no effect on the jural relations of the parties. *Chicago & I. R. R. v. Pyne* (C. C. 1887) 30 Fed. 86. This is generally so, even though the full amount of the mortgage with interest to the date of maturity, is tendered. *Pyross v. Fraser* (1909) 82 S. C. 498, 64 S. E. 407. From an economic point of view a mortgage loan differs from a sale on credit in that the former is usually of benefit to the creditor as well as the debtor, while the latter is usually primarily for the accommodation of the purchaser. It follows that the same reasons of policy which prohibit premature tender, even with interest in full, by a mortgagor, do not necessarily apply. If a vendee debtor can show some definite and proximate probability of hardship unless permitted to make immediate payment, and if time is immaterial to the creditor, the latter should be compelled to accept payment. A tender of interest to maturity in such a case, might well remove a reason for regarding time as material. In the instant case, its immateriality is not apparent and the decision is sound. *Cf. Hanson v. Fox* (1909) 155 Cal. 106, 99 Pac. 489.

DOWER—MECHANICS' LIEN—PRIORITY.—In an action to marshal liens, the plaintiff, holder of a mechanics' lien, claims priority over the defendant's right of dower. *Held*, for the defendant. *Glassmeyer v. Michelson* (1921) 23 Ohio N. P. (N. S.) 537.

Dower is generally given priority over other claims which arise against an estate after marriage, the reasons assigned being that "dower is a favorite of the law" and that the inchoate doweress is "passive" and "can do nothing to protect her rights." See *Johnston v. Dahlgren* (1895) 14 Misc. 623, 624, 36 N. Y. Supp. 806; *Bishop v. Boyle* (1857) 9 Ind. 169, 171. But dower is subordinated to purchase money security. *Harrow v. Grogan* (1905) 219 Ill. 288, 76 N. E. 350 (purchase money mortgage); *Roush v. Miller* (1894) 39 W. Va. 638, 20 S. E. 663 (trust deed); *Bothe v. Gleason* (1916) 126 Ark. 313, 190 S. W. 562 (vendor's lien). The mechanics' lien, however, is generally subordinate to the inchoate right of dower. *Johnston v. Dahlgren*, *supra*; *Stewart, etc. v. Whicher* (1914) 168 Iowa 269, 150 N. W. 64. But in one case it has been given priority as to improvements on the ground that the lien attached to them as the work progressed and that, as the husband had no right to the improvements unencumbered, the doweress could be in no better position. *Nazereth Lit. & Benev. Inst. v. Loïwe* (Ky. 1841) 1 B. Mon. 257. But the general view does not regard a mechanics' lien as attaching only to improvements. It is rather a privilege of foreclosing for the claim against the realty improved as well as against the improvements. See *Rockel, Mechanics' Liens* (1909) § 2; *New York Lien Law* § 3. These as a